

omitted required information in its filings with the Commission.

91. By reason of the foregoing, defendant Ultimate Holdings violated Section 13(d) of the Exchange Act and Rules 13d-1 and 13d-2 thereunder.

FOURTH CLAIM

(Violations of Exchange Act Section 13(b)(5) and Rules 13b2-1 and 13b2-2)

92. Paragraphs 1 through 79 above are realleged and incorporated herein by reference.

93. Defendants El-Betrawi and Jacobson knowingly or recklessly circumvented or failed to implement internal controls at GenesisIntermedia and falsified the company's books and records. Defendants El-Betrawi and Jacobson also made false statements to the company's auditors and/or failed to provide material information to the auditors in connection with the DoWebsites.com transaction and the company's transactions and relationship with Ultimate Holdings.

94. By reason of the foregoing, Defendants El-Betrawi and Jacobson violated Exchange Act Section 13(b)(5) and Rules 13b2-1 and 13b2-2 thereunder.

PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that this Court enter a final judgment:

1. against GenesisIntermedia, Inc.:

(i) enjoining it from violating Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)] and Sections 10(b), 13(a) and 13(b)(2)(A) of the Exchange Act [15 U.S.C. §§ 78j(b), 78m(a) and 78m(b)(2)(A)] and Rules 10b-5, 12b-20, 13a-1 and 13a-13 [17 C.F.R. §§ 240.10b-5, 240.12b-20, 240.13a-1 and 240.13a-13] thereunder;

(ii) ordering it to produce to the Commission a written, specific, sworn accounting of the disposition and present location of all the money it obtained from the conduct alleged herein;

1 (iii) ordering it to disgorge the profits and proceeds it obtained as a
2 result of its actions alleged herein and to pay prejudgment interest thereon; and

3 (iv) ordering it to pay civil penalties pursuant to Section 20(d) of the
4 Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15
5 U.S.C. § 78u(d)(3)];

6 2. against Ramy Y. El-Batrawi:

7 (i) enjoining him from violating Section 17(a) of the Securities Act
8 [15 U.S.C. § 77q(a)] and Sections 10(b) and 13(b)(5) of the Exchange Act [15
9 U.S.C. §§ 78j(b) and 78m(b)(5)] and Rules 10b-5, 13b2-1 and 13b2-2 [17 C.F.R.
10 §§ 240.10b-5, 240.13b2-1 and 240.13b2-2] thereunder, and from aiding and
11 abetting violations of Sections 13(a) and 13(b)(2)(A) of the Exchange Act [15
12 U.S.C. §§ 78m(a) and 78m(b)(2)(A)] and Rules 12b-20, 13a-1 and 13a-13 [17
13 C.F.R. §§ 240.12b-20, 240.13a-1 and 240.13a-13] thereunder;

14 (ii) ordering him to produce to the Commission a written, specific,
15 sworn accounting of the disposition and present location of all the money he
16 obtained from the conduct alleged herein;

17 (iii) ordering him to disgorge the profits and proceeds he obtained
18 as a result of his actions alleged herein and to pay prejudgment interest thereon;

19 (iv) ordering him to pay civil penalties pursuant to Section 20(d) of
20 the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act
21 [15 U.S.C. § 78u(d)(3)]; and

22 (v) prohibiting him from serving as an officer or director of any
23 issuer having a class of securities registered with the Commission pursuant to
24 Section 12 of the Exchange Act [15 U.S.C. § 78l], any issuer required to file
25 reports with the Commission pursuant to Section 15(d) of the Exchange Act [15
26 U.S.C. § 78o(d)], or any issuer which has issued any security traded on any
27 national securities exchange or through any inter-dealer quotation medium;

28 ///

1 3. against Douglas E. Jacobson:

2 (i) enjoining him from violating Section 17(a) of the Securities Act
3 [15 U.S.C. § 77q(a)] and Sections 10(b) and 13(b)(5) of the Exchange Act [15
4 U.S.C. §§ 78j(b) and 78m(b)(5)] and Rules 10b-5, 13b2-1 and 13b2-2 [17 C.F.R.
5 §§ 240.10b-5, 240.13b2-1 and 240.13b2-2] thereunder, and from aiding and
6 abetting violations of Sections 13(a) and 13(b)(2)(A) of the Exchange Act [15
7 U.S.C. §§ 78m(a) and 78m(b)(2)(A)] and Rules 12b-20, 13a-1 and 13a-13 [17
8 C.F.R. §§ 240.12b-20, 240.13a-1 and 240.13a-13] thereunder;

9 (ii) ordering him to produce to the Commission a written, specific,
10 sworn accounting of the disposition and present location of all the money he
11 obtained from the conduct alleged herein;

12 (iii) ordering him to disgorge the profits and proceeds he obtained
13 as a result of his actions alleged herein and to pay prejudgment interest thereon;

14 (iv) ordering him to pay civil penalties pursuant to Section 20(d) of
15 the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act
16 [15 U.S.C. § 78u(d)(3)]; and

17 (v) prohibiting him from serving as an officer or director of any
18 issuer having a class of securities registered with the Commission pursuant to
19 Section 12 of the Exchange Act [15 U.S.C. § 78l], any issuer required to file
20 reports with the Commission pursuant to Section 15(d) of the Exchange Act [15
21 U.S.C. § 78o(d)], or any issuer which has issued any security traded on any
22 national securities exchange or through any inter-dealer quotation medium;

23 4. against Ultimate Holdings, Ltd.:

24 (i) enjoining it from violating Section 17(a) of the Securities Act
25 [15 U.S.C. § 77q(a)] and Sections 10(b) and 13(d) of the Exchange Act [15 U.S.C.
26 § 78j(b)] and Rules 10b-5, 13d-1 and 13d-2 [17 C.F.R. §§240.105-5, 13d2-1 and
27 13d2-2-2] thereunder;

28 ///

1 (ii) ordering it to produce to the Commission a written, specific,
2 sworn accounting of the disposition and present location of all the money it
3 obtained from the conduct alleged herein;

4 (iii) ordering it to disgorge the profits and proceeds it obtained as a
5 result of its actions alleged herein and to pay prejudgment interest thereon; and

6 (iv) ordering it to pay civil penalties pursuant to Section 20(d) of the
7 Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15
8 U.S.C. § 78u(d)(3)];

9 5. against Adnan M. Khashoggi:

10 (i) enjoining him from violating Section 17(a) of the Securities Act
11 [15 U.S.C. § 77q(a)] and Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)]
12 and Rule 10b-5 [17 C.F.R. § 240.10b-5] thereunder;

13 (ii) ordering him to produce to the Commission a written, specific,
14 sworn accounting of the disposition and present location of all the money he
15 obtained from the conduct alleged herein;

16 (iii) ordering him to disgorge the profits and proceeds he obtained
17 as a result of his actions alleged herein and to pay prejudgment interest thereon;

18 (iv) ordering him to pay civil penalties pursuant to Section 20(d) of
19 the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act
20 [15 U.S.C. § 78u(d)(3)]; and

21 (v) prohibiting him from serving as an officer or director of any
22 issuer having a class of securities registered with the Commission pursuant to
23 Section 12 of the Exchange Act [15 U.S.C. § 78l], any issuer required to file
24 reports with the Commission pursuant to Section 15(d) of the Exchange Act [15
25 U.S.C. § 78o(d)], or any issuer which has issued any security traded on any
26 national securities exchange or through any inter-dealer quotation medium;

27 ///

28 ///

1 5. against Richard Joseph Evangelista:

2 (i) enjoining him from violating Section 17(a) of the Securities Act
3 [15 U.S.C. § 77q(a)] and Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)]
4 and Rule 10b-5 [17 C.F.R. § 240.10b-5] thereunder;

5 (ii) ordering him to produce to the Commission a written, specific,
6 sworn accounting of the disposition and present location of all the money he
7 obtained from the conduct alleged herein;

8 (iii) ordering him to disgorge the profits and proceeds he obtained
9 as a result of his actions alleged herein and to pay prejudgment interest thereon;
10 and

11 (iv) ordering him to pay civil penalties pursuant to Section 20(d) of
12 the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act
13 [15 U.S.C. § 78u(d)(3)]; and

14 6. against Wayne Breedon:

15 (i) enjoining him from violating Section 17(a) of the Securities Act
16 [15 U.S.C. § 77q(a)] and Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)]
17 and Rule 10b-5 [17 C.F.R. § 240.10b-5] thereunder;

18 (ii) ordering him to produce to the Commission a written, specific,
19 sworn accounting of the disposition and present location of all the money he
20 obtained from the conduct alleged herein;

21 (iii) ordering him to disgorge the profits and proceeds he obtained
22 as a result of his actions alleged herein and to pay prejudgment interest thereon;
23 and

24 ///

25 ///

26 ///

27 ///

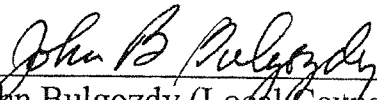
28 ///

(iv) ordering him to pay civil penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)]; and

7. granting such other relief as this Court deems just and proper.

Dated: April 13, 2006

Respectfully submitted,


John Bulgozdy (Local Counsel)
CA Bar No. 219897
SECURITIES AND EXCHANGE COMMISSION
5670 Wilshire Boulevard, 11th Floor
Los Angeles, CA 90036-3648
323.965.3322 (direct dial)
323.965.3908 (facsimile)

Of Counsel:

Charles D. Stodghill
Gregory N. Miller
Steven A. Susswein
Attorneys for Plaintiff
SECURITIES AND EXCHANGE COMMISSION
100 F Street, N.E.
Washington, D.C. 20549-4030

Exhibit B

Ultimate Holding

ARC No. 744-37845-18-007

UN 1812 ~~Exempt~~ 170000

08/28 SEP. 28. 2001 11:48AM 295 1878
 08/31 AUG. 31. 2001 2:19PM 218 848 1718

USC NEW ACCOUNTS

NCNO. 8169 P.P. 3

U.S. Clearing
 CORP. Member New York Stock Exchange, Inc.

INSTITUTIONAL NEW ACCOUNT APPLICATION
 FOR ALL OVP/RVP ACCOUNTS

DATE AC OPENED

PLEASE PRINT
OR TYPE

AC #

944-70000-93-007

TAX ID #

EXEMPT - BERUDA Corp

CUSTOMER INFORMATION

CUSTOMER NAME(S) OR FULL TITLE AND APPLICANT TITLE ADDRESS

ULTIMATE Holdings LTD

Attn: Colette Johnston

18 PARLIAMENT STREET

HAMILTON HRI 12

BERUDA

Name of contact at customer

Phone # 441-294-1535

Alert Acronym

Account Code

Signature of Account Executive

Correspondent of Inst.

DELIVERY INST.

INSTITUTIONAL DELIVERY (ID) SYSTEM

Institutional ID #

89331

ID# Clearing #

0234

INTERESTED PARTY CONTINUE VIA ID SYSTEM

1 Name

Agent Bank/Branch Name

Chase Manhattan Bank

Agent Bank ID#

89331

Agent Bank Internal Account #

11351632

PHYSICAL DELIVERY INST. (NON-DEL. INST.)

Name & Address of Clearing Agent

BAS #

CUST #

2 Name

BAS #

CUST #

2 Name

BAS #

CUST #

1

☐ confirm☐ no comment

2

DUPLICATE MAILING

☐ confirm☐ no comment

SEP. 28. 2001 11:48AM

NO. 8169 P. 4
REV. 02/17 11/2

BEAR STEARNS SECURITIES CORP.

61337845-19-008
REPORT OF NEW ACCOUNT

CUSTOMER'S NAME IN FULL

ULTIMATE HOLDINGS LTD

SOCIAL SECURITY NUMBER

BENEFICIAL OWNER

ADNAN KHASOOGI

BUSINESS ADDRESS

TIPNER HOUSE, 18 PARLIAMENT STREET,
HAMILTON, H.M.I., BERMUDA

BUSINESS PHONE

HOME ADDRESS

HOME PHONE

TYPE OF ENTITY MUST CHECK ONE

INDIVIDUAL ☐
 JOINT ☐
 PARTNERSHIP ☐
 CORPORATION ☐
 TESTAMENTARY TRUST ☐
 OTHER (SPECIFY) ☐

SOLE OWNERSHIP ☐
 BANK OR TRUST CO. ☐
 INSURANCE CO. ☐
 STATE AGENCY ☐
 BROKER/DEALER ☐
 ESOP ☐

INVESTMENT CLUB ☐
 TRUST ☐
 MUTUAL FUND ☐
 HEDGE FUND ☐
 IRA (SEE BOX) ☐
 OTHER (SEE BOX) ☐

APPROX. ANNUAL INCOME

APPROX. NET WORTH

INVESTMENT OBJECTIVE

EMPLOYED BY AND OR NATURE OF BUSINESS

POSITION OR OCCUPATION

INVESTMENT HOLDING COMPANY (PRIVATE)

IS CUSTOMER EMPLOYED BY A MEMBER FIRM? YES ☐ NO ☒

APPROXIMATE AGE OF CUSTOMER INTRODUCED TO A/B

AN UNKNOWN HOW LONG?

IS A/B RELATED? YES ☐ NO ☒

STATE RELATIONSHIP None

MARRIAGE STATUS

MARRIED ☐ SINGLE ☒

SPOUSE'S OCCUPATION

BANK AND OTHER REFERENCES

DOES CUSTOMER HAVE OTHER ACCOUNTS WITH US? YES ☐ NO ☒
 SPECIFY ACCOUNT NO.

ACCOUNT WILL BE TRADING -

CASH ☒MARGIN ☐COMMODITY ☐

IF ACCOUNT IS HANDLED BY AN INVESTMENT ADVISOR, PLEASE PROVIDE NAME & ADDRESS OF ADVISOR

IF OTHER THAN AN INDIVIDUAL OR JOINT ACCOUNT, INDICATE PERSON AUTHORIZED TO ENTER ORDERS AND ISSUE INSTRUCTIONS

ERNEST MORRISON, BAR CHAIR, TITLE DIRECTOR

INITIAL TRANSACTION

CASH IN DEPOSIT

SECURITY

NO. SHARES

NO. DEPOSIT

REASON FOR OFFER OR DEPOSIT

IF A/B HAS TRADING AUTHORITY, CHECK HERE ☐

A/B NAME

STATE NAME AND RELATIONSHIP OF ANY THIRD PARTY (OTHER THAN A/B) HOLDING TRADING AUTHORIZATION -

IF THEY ARE EMPLOYED BY A MEMBER FIRM, STATE NAME OF FIRM

TRADING AUTHORIZATION WILL BE

LIMITED ☐GEN. MGR. OF A/B ☐

A/B REGISTERED IN CUSTOMER'S STATE OF RESIDENCY?

YES ☐ NO ☒

HAVE YOU SENT FORMS TO CUSTOMER?

YES ☐ NO ☒

A/B SIGNATURE

TELEPHONE NO.

DATE

SUPERVISOR'S SIGNATURE

DATE

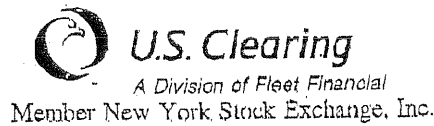
MANAGING DIRECTOR OR PRINCIPAL'S SIGNATURE

DATE

3000-BE 012501 (5-99)

BEAR STEARNS-N.Y.

CLIFFE JOHNSON
(SECRETARY)



MARGIN AGREEMENT

TO: U.S. CLEARING AND,
TO: THE INTRODUCING BROKER (MY BROKER)

A/C No. _____

1. I agree as follows with respect to the margin account I have opened with you for the purchase and sale of securities and/or the borrowing of funds.
2. I am of legal age and no one except the undersigned has any interest in this account.
3. All transactions for my account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market (and its clearing house, if any) where executed.
4. Any and all securities or commodities or contracts relating thereto and all other property of whatsoever kind belonging to me or in which I may have an interest held by you or carried for my account shall be subject to a general lien for the discharge of my obligations to you, however arising and without regard to whether or not you have made advances with respect to such property, and without notice to me may be carried in your general loans and may be pledged, re-pledged, hypothecated or re-hypothecated, separately or in common with other securities and commodities of any other property, for the sum due to you thereon or for a greater sum and without retaining in your possession and control for delivery a like amount of similar securities, commodities or other property.
5. I will maintain such margins as you may in your discretion require from time to time and will pay on demand any debit balance owing with respect to any of my accounts and I will, at your request from time to time, deposit such additional collateral as may be required by the rules of any exchange or regulatory agency or as may be considered necessary or appropriate, in your discretion, to secure my obligations to you. You may, whenever in your discretion you consider it necessary for your protection, sell any or all securities or commodities or contracts relating thereto held in any of my accounts, including safekeeping accounts, and you may borrow or buy in any securities or commodities required to make delivery against any sale effected for me. Such sale or purchase may be public or private and may be made without advertising or notice to me and in such manner as you may in your discretion determine and at any such sale you may purchase the property free from any right of redemption and I shall be liable for any deficiency.
6. I agree to pay interest and service charges upon my account monthly at the prevailing rate as determined by you. The interest charged on the average debit balances appears on the monthly statement and indicates rate and period covered. The rate may change from time to time without notice due to fluctuations in money market rates or from other causes. It is computed by the ordinary interest method, which assumes a year to have 360 days. The actual number of days within the period is used as the numerator.
7. I agree that, in giving orders to sell, all "short" sale orders will be designated as "short," and all "long" sale orders will be designated as "long," and that the designation of a sell order as "long" is a representation on my part that I own the security, and if the security is not in your possession, that it is then impracticable to deliver the security to you forthwith and that I will deliver it as soon as possible.
8. Reports of the execution of orders and statements of my account shall be conclusive if not objected within five days and ten days, respectively, after transmittal to me by mail or otherwise.
9. At any time and from time to time you may, in your discretion, without notice to me, apply and/or transfer any securities, commodities, contracts relating thereto, or any other property or equity therein, interchangeably between any of my accounts, whether individual or joint from any of my accounts to any account guaranteed by me.
10. This agreement shall inure to the benefit of your successors and assigns, shall be binding on the undersigned, his heirs, executors, administrators and assigns, and shall be governed by the laws of the State of New York.
11. AGREEMENT TO ARBITRATE ALL CONTROVERSIES

I represent that I understand the terms of the arbitration clause, as follows:

- (a) Arbitration is final and binding on the parties.
- (b) The parties are waiving their right to seek remedies in court, including the right to jury trial.
- (c) Pre-arbitration discovery is generally more limited than and different from court proceedings.
- (d) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

The undersigned agrees, and by carrying an account of the undersigned you agree, that all controversies which may arise between us, including but not limited to those involving any transaction or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted before the New York Stock Exchange, Inc. ("NYSE") or the National Association of Securities Dealers, Inc. ("NASD"), and in accordance with its rules then in force. I may elect in the first instance whether arbitration shall be conducted before the NYSE or the NASD, but if I fail to make such election, by registered letter or telegram addressed to you at your main office, before the expiration of five days after receipt of a written request from you to make such election, then you may make such election. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction.

12. Class-action matters are excluded from arbitration proceedings conducted by NASD. Therefore, it is further agreed that the parties to this agreement shall not bring a putative or certified class-action to arbitration, nor seek to enforce any pre-disputed arbitration agreement against any person who has initiated in court a putative class-action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any right under this agreement except to the extent stated herein.

13. I authorize U.S. Clearing to obtain a consumer report at the time of application to credit my credit profile.

U.S. Clearing is authorized to obtain a consumer report at the time of application to verify my creditworthiness and to obtain a consumer report from time to time for updates, renewals, extensions, and collection activity on any approved account. Upon my written request, U.S. Clearing will disclose to me whether it obtained a report, and if so, the name and address of the consumer-reporting agency that provided it. In the event that my account is denied, as a result of the consumer report verification, I authorize U.S. Clearing to provide to my introducing broker the reason(s) for such denial.

LENDING AGREEMENT

14. You and any firm succeeding to your firm are hereby authorized from time to time to lend separately or together with the property of others either to yourselves or to others any property which you may be carrying for me on margin. This authorization shall apply to all accounts carried by you for me and shall remain in full force until written notice or revocation is received by you at your principal office in New York.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THE FOLLOWING: (1) THAT, IN ACCORDANCE WITH PARAGRAPH #11 I AM AGREEING IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE WITH YOU, AND (2) RECEIPT OF A COPY OF THIS AGREEMENT.

(applicant's signature)

(signature of co-applicant)

Date _____

Date _____

Exhibit C

010 U.S. CLEARING CORP.

STC

ULTIMATE HOLDINGS LTD
ATTN: COLLETTE JOHNSON
18 PARLIAMENT ST
HAMILTON K1 1Z
BERMUDA

WE ARE PLEASED TO CONFIRM THE FOLLOWING TRANSACTION

GENESIS INTERMEDIA INC.
AVERAGE PRICE TRADE

YOU BOUGHT

QUANTITY 106,200
PRICE 17.34720
PRINCIPAL 2,537,560.58
COMMISSION 6,778.40
SERVICE CHGE 9.55
NET AMOUNT 2,544,348.46

TRADE DATE	SECURITY	PROCEEDS	NET	INITIAL	R	E
08/28/01	08/31/01	08/28/01	051985	5	1	
TRADE IDENTIFICATION						
ACCOUNT NUMBER 1 2 3 4 5 6 7 8 9 10						
944-579-55 1 2 007						
CUST IDENTITY						
571647105800 0005205 GENI B-03						

1-049460
A Division of First Securities, Inc.
MEMPHIS, TENN. 38103-0045
26 Second Avenue, New York, N.Y. 10021-0045

US Clearing

ADOLPH KONORSKY RUV'S
660 WHITE PLAINS RD-4420
TARRYTOWN, NY 10591

FOR THE ACCOUNT OF

(914) 229-0709

010 U.S. CLEARING CORP.

STC

ULTIMATE HOLDINGS LTD
ATLAS COLLEGE JOHNSON-
20 PARLIAMENT ST
HAMILTON HM 12
BERMUDA

WE ARE PLEASED TO CONCLUDE THE FOLLOWING TRANSACTION

GENESISINTERMEDIA INC
CORRECTION IN PRICE
AS OF 06/29/01
AVERAGE PRICE TRADE

YOU REQUEST

156

M

QUANTITY 100,000
PRICE 17.5170
PRINCIPAL 1,735,865.51
COMMISSION 6,015.05
SECURITIES CHGS 9.98
NET AMOUNT 1,742,890.46

TRADE DATE	SETTLE DATE	TRADE DATE	ORIGINAL	R	C
08/23/01	09/04/01	08/30/01	850520	6.1	
TRADE INFORMATION		ORDER NUMBER	946-37845	2	007
		ORDER NUMBER	37164705000	0009205	SENT
		ORDER NUMBER	37164705000	0009205	SENT

3-060523

A Division of First Securities, Inc.
New York, New York 10021-0006
15 500-2100/100 10021-0006

US Clearing

ADOLPH HENNESSY, INC.
400 WHITE PLAINS RD.
HARRISON, NY 10521

FOR THE AMOUNT OF

(914) 723-0740